CANADA

Columbia River Basin: Special Operating Program for the Duncan Reservoir

Agreement effected by exchange of notes Signed at Ottawa May 8 and 18, 1967; Entered into force May 18, 1967; Effective April 1, 1967.

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, May 8, 1967.

No. X-198

EXCELLENCY,

I have the honour to refer to the Treaty between Canada and the United States of America relating to the cooperative development of water resources of the Columbia River Basin signed at Washington D.C. on January 17, 1961, [1] and in particular to Article XIV(4).

It now appears likely that the discharge works of the project specified in Article II(2)(c) of the Treaty will be closed on or about April 30, 1967 and that a trial filling and test operation period will be necessary before commencement of full operation of the project.

This possibility has been recognized by the United States and Canadian entities, and they have agreed upon special arrangements for a trial operation should circumstances described in the immediately preceding paragraph occur. These arrangements are described in the attached document entitled, "Columbia River Treaty: Special Operating Program for the Duncan Reservoir for the Period April 30, 1967 through March 31, 1968".

I have the honour to propose that this special operating program be made effective and confirmed by our two Governments and that the two Governments empower and charge the entities, pursuant to Article XIV(4) of the Treaty to carry out its provisions.

I have the honour further to propose that, if this proposal meets with the approval of the Government of the United States of America, this note and attachment thereto, together with your reply, shall

UTTAS 5638; 15 UST 1555.

constitute an agreement between our two Governments relating to the Treaty with effect from April 1, 1967.

Accept, Excellency, the renewed assurances of my highest consideration.

PAUL MARTIN
Secretary of State for
External Affairs.

His Excellency W. Walton Butterworth,
Ambassador of the United States of America,
Ottawa, Ontario.

COLUMBIA RIVER TREATY

SPECIAL OPERATING PROGRAM FOR THE DUNCAN RESERVOIR FOR THE PERIOD APRIL 30, 1967 THROUGH MARCH 31, 1968.

1. INTRODUCTION

It is anticipated the discharge works of the Duncan Project will be closed on or about April 30, 1967; however, before the reservoir becomes fully operative for power purposes on April 1, 1968, in accordance with Section A(1)(a) of the Attachment Relating to Terms of Sale, a trial filling and test operation period is necessary to ensure that the dam adjusts satisfactorily to the increasing water pressure and that control gates and other hydraulic structures and facilities perform correctly. Implementation of this Special Operating Program is subject to closure of the discharge works of the Duncan Project with commencement of the trial filling of the reservoir.

2. CANADIAN SHARE

It is the intent of this Special Operating Program to recognize the energy benefit that might result at downstream United States hydro plants from the operation of the Duncan reservoir during the period April 30, 1967-March 31, 1968. It also sets out the criteria which will govern the operation of the project and the delivery to the Canadian Entity of the Canadian share of the potential downstream United States energy benefit from Duncan storage, which share is agreed to be 34,770 megawatt-days of energy delivered at Blaine, Washington (100 average megawatts less 5% transmission losses, based on the availability of 1.4 million acre-feet usable storage content in Duncan reservoir on July 31, 1967). The Power benefits considered herein are limited to energy benefits since dependable capacity is not assured.

3. TRIAL FILLING OF DUNCAN RESERVOIR

The trial filling of Duncan reservoir shall be as directed by the Canadian Entity. However, if releases greater than minimum are required to meet coordinated system load requirements in the United States after making full use of its hydroelectric resources consistent with Energy Content Curves, the Canadian Entity shall fulfill requests of the United States Entity to pass a flow not greater than the inflow to Duncan reservoir.

4. ADVANCE DELIVERY OF CANADIAN SHARE

Beginning on April 1, 1967, and continuing until July 31, 1967, the United States Entity will advance to the Canadian Entity 11,590 megawatt-days of energy, to be delivered in uniform weekly amounts. This advanced delivery of energy may be curtailed should the Canadian Entity request, but in this case the energy which is foregone shall not be delivered later. Details of delivery are further discussed in paragraph 10 below.

5. ADJUSTMENT OF CANADIAN SHARE

On August 1, 1967, the Canadian Share will be adjusted by multiplying the precomputed 34,770 megawatt-days by the ratio that the usable storage in acre-feet actually filled in Duncan reservoir by July 31, 1967, bears to 1.4 million acre-feet.

- Canadian Share=34,770
$$\frac{(A)}{(1.4)}$$
 megawatt-days

Where A=usable storage content in million acre-feet in Duncan on July 31, 1967.

6. RATE OF DELIVERY OF CANADIAN SHARE

If, by July 31, 1967, the Canadian Entity informs the United States Entity the Duncan reservoir is available for storage regulation as described in paragraph 11, and:

(a) if Duncan reservoir fills to its full storage content of 1.4 million acre-feet by July 31, 1967, the United States will continue the delivery of the remainder of the Canadian Share, in uniform weekly

amounts until March 31, 1968.

(b) if the storage content of the Duncan reservoir is less than 1.4 million acre-feet on July 31, 1967, the Canadian Share shall be computed as described in paragraph 5 less 11,590 megawatt-days. The remaining megawatt-days so determined shall be divided by 244 days to determine the rate of delivery of the Canadian Share in uniform weekly amounts for the period August 1, 1967, to March 31, 1968.

Canadian Share=
$$\frac{34,770 \frac{(A)}{(1.4)}-11,590}{244}$$
 average megawatt

7. CURTAILMENT OF DELIVERY OF CANADIAN SHARE AND DISPOSITION OF ENERGY PREVIOUSLY DE-

If the Canadian Entity has not informed the United States Entity by July 31, 1967, that the Duncan reservoir is available for storage regulation, delivery of the Canadian Share shall be discontinued on July 31, 1967. Moreover, if Duncan reservoir is not available for regulation by December 31, 1967, any portion of the advanced delivery of the Canadian Share during the period April 1, 1967, through July 31, 1967, which was not delivered from surplus United States energy will be returned as requested by the United States Entity if needed to meet loads in the United States prior to March 31, 1968, on schedules as agreed by the Entities. Advance delivery that was made from surplus United States energy plus any returnable energy for which return is not requested, will be transferred to the credit of Bonneville Power Administration in an exchange energy account between British Columbia Hydro and Power Authority and Bonneville Power Administration at the Bonneville Power Administration Schedule S-1 wholesale excess energy rate currently in effect.

8. NOTIFICATION OF AVAILABILITY OF DUNCAN RESERVOIR AFTER JULY 31, 1967

If the Canadian Entity notifies the United States Entity that the Duncan reservoir is available for storage regulation after July 31, 1967, the United States Entity shall immediately resume delivery of the Canadian Share to the Canadian Entity and continue to deliver such energy for the remainder of the period ending March 31, 1968, at a rate computed as described below.

(a) If notification of availability is given prior to December 31, 1967, the Canadian Share will be computed according to the formula in paragraph 6(b).

(b) If notification of availability is given after December 31,

1967, the Canadian Share will be computed as follows:

Canadian Share=
$$95\frac{(A^i)}{(1.4)}$$
 D megawatt-days

Where D=the number of days from the date of notification through March 31, 1968.

> A¹=usable storage content in million acre-feet in Duncan on date of notification.

In no case will the weekly delivery exceed the average rate of 95 megawatts unless otherwise agreed.

During the period following July 31, 1967, and prior to the date on which notification is given, no deliveries of the Canadian Share shall be made to the Canadian Entity unless otherwise agreed.

9. ADJUSTMENT FOR ADDITIONAL STORAGE IN DUN-CAN RESERVOIR DURING AUGUST 1967

If the Duncan reservoir has been declared available for regulation by July 31, 1967, and the reservoir is not full to 1.4 million acre-feet on this date, any further filling of the reservoir during August 1967 will be as requested by the United States Entity in consultation with the Canadian Entity. Any additional storage thus filled in Duncan reservoir during August 1967 will be included in computations of the Canadian Share and rates of delivery will be increased accordingly following August 31, 1967, as described in paragraphs 5 and 6 except that "A" will be the actual usable storage content in millions of acrefeet in Duncan on August 31, 1967.

10. DELIVERY OF CANADIAN SHARE

In any day the Canadian Share shall be delivered by Bonneville Power Administration at Blaine as scheduled by British Columbia Hydro and Power Authority to the extent that facilities and operating limitations permit but in no case will exceed a rate of 180 megawatts. Wheeling charge will be \$.0005 per kilowatt hour unless otherwise agreed by the Entities.

11. OPERATION DURING TEST OPERATION PERIOD

During the period July 31, 1967, through March 31, 1968, beginning when Duncan becomes available for storage regulation, the Duncan reservoir will be operated by the Canadian Entity as requested by the United States Entity guided by an Operating Rule Curve mutually agreed in advance. Such Operating Rule Curve will be based on a Critical Rule Curve and on Reservoir Refill Curves which include a volume-of-run-off forecast parameter. Construction of these curves and their use in actual operation of Duncan reservoir will be in general agreement with the procedures of the Pacific Northwest Coordinated Systems.

4. PHCA

12. FLOOD CONTROL CONSIDERATIONS

During the Special Operating Program the Entities agree that every effort will be made to preclude adding to the flood hazard downstream from Duncan reservoir. Should it become necessary to evacuate Duncan storage content during the high-water period, the Canadian Entity in consultation with the United States Entity, will attempt to accomplish this evacuation in a manner least detrimental to flood-control operation.

13. DELAYED DELIVERIES

If deliveries of energy by either party to the other are delayed due to uncontrollable forces, such deliveries shall be made at a time and at a rate agreed by the Entities.

14. APPLICABILITY OF TREATY

This document is subject to the provisions of the Treaty.

The American Ambassador to the Canadian Secretary of State for External Affairs

> EMBASSY OF THE United States of America Ottawa, May 18, 1967

No. 222

SIR:

I have the honor to refer to your Note of May 8, 1967 and the document attached thereto, concerning the Special Operating Program for the project specified in Article II(2)(c) of the 1961 Columbia River Treaty.

I wish to advise that the Government of the United States of America accepts the proposals set forth in your Note and agrees that your Note and attachment together with this reply shall constitute an agreement between our two Governments relating to the Treaty with effect from April 1, 1967.

Accept, Sir, the renewed assurances of my highest consideration.

W. WALTON BUTTERWORTH

The Honorable
PAUL MARTIN,
Secretary of State
for External Affairs,
Ottawa.



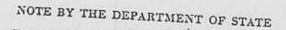
COLUMBIA RIVER BASIN

Special Operating Program for Canadian Storage

> Agreement Between the United States of America and Canada

Effected by Exchange of Notes Signed at Ottawa December 30, 1968 and February 26, 1969





Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

"... the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence... of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or anthentication thereof."